

**FOR REFERENCE ONLY. THIS FORM WILL BE COMPLETED ELECTRONICALLY. DO NOT SUBMIT ON PAPER. CONTACT THE UA PROJECT MANAGER WITH QUESTIONS.**

## **CONTRACT AGREEMENT FOR CONSTRUCTION**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation, the party of the first part (hereinafter called the Owner) and \_\_\_\_\_, party, of the second part (hereinafter called the Contractor).

WITNESSETH that the Owner and the Contractor, in consideration of premises and of the mutual covenants, considerations, and agreements herein contained, agree as follows:

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**STATEMENT OF WORK:** The Contractor shall furnish all labor and materials and perform all work for the \_\_\_\_\_, **UA Project #** \_\_\_\_\_ (the "Work") in strict accordance with the Contract Documents as follows: Plans dated \_\_\_\_\_ and consisting of \_\_\_\_\_ sheet(s) and Specifications dated \_\_\_\_\_ and consisting of \_\_\_\_\_ pages prepared by \_\_\_\_\_, including Addenda # \_\_\_\_\_ thereto dated \_\_\_\_\_, which are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

**TIME OF COMPLETION:** The Contractor will begin construction upon notification by the Owner to proceed and agrees to complete all work within \_\_\_\_\_ (\_\_\_\_\_) consecutive calendar days after notice to proceed is given as stated in Contract Documents.

**COMPENSATION TO BE PAID:** The Owner will pay and the Contractor will accept in full consideration for the performance of the Work, subject to additions and deductions (including liquidated damages) as provided in the Contract Documents, the total contract sum of \_\_\_\_\_ (\$ \_\_\_\_\_), inclusive of both the Base Bid for the aforesaid Work \_\_\_\_\_ (\$ \_\_\_\_\_) and the accepted Alternate Prices: \_\_\_\_\_ (\$ \_\_\_\_\_). (List Unit Prices here, if applicable)

PARTIAL AND FINAL PAYMENTS shall be made in accordance with Article 28 of the General Conditions.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The Contractor and the Owner for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this Agreement in four counterparts each of which shall without proof or accounting for the other counterparts be deemed an original thereof.

The Owner does hereby certify that this contract was let in accordance with the provisions of Title 39 Code of Alabama 1975, as amended.

**CONTRACTING PARTIES**

The Board of Trustees of the University of Alabama  
(Owner)

By: \_\_\_\_\_  
Cheryl Mowdy

Title: Interim Vice President for Finance and Operations

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_